

NUMBER 3

AGREEMENT

BETWEEN

Hammonton, Town of
THE TOWN OF HAMMONTON

AND

HAMMONTON F.O.P. LODGE 44

FRATERNAL ORDER OF POLICE

(Atlantic County)

Effective

X January 1, 1986 through December 31, 1988

CONTRACT CHANGES IN BOLD FACE TYPE

CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|-------------------------------|-------------|
| ARTICLE I | PREAMBLE | 1 |
| ARTICLE II | RECOGNITION | 1 |
| ARTICLE III | RIGHTS | 2 |
| ARTICLE IV | COURT TIME | 4 |
| ARTICLE V | COLLEGE INCENTIVE PAYMENT | 5 |
| ARTICLE VI | CLOTHING ALLOWANCE | 6 |
| ARTICLE VII | CLOTHING MAINTENANCE | 7 |
| ARTICLE VIII | PERSONAL LEAVE | 7 |
| ARTICLE IX | WORK WEEK AND OVERTIME | 8 |
| ARTICLE X | VACATIONS AND HOLIDAYS | 9 |
| ARTICLE XI | SICK LEAVE | 10 |
| ARTICLE XII | LEAVE OF ABSENCE | 10 |
| ARTICLE XIII | RETIREMENT | 10 |
| ARTICLE XIV | MILITARY LEAVE | 10 |
| ARTICLE XV | INSURANCE, HEALTH AND WELFARE | 10 |
| ARTICLE XVI | VEHICLES | 11 |
| ARTICLE XVII | GRIEVANCE PROCEDURE | 11 |
| ARTICLE XVIII | DURATION | 12 |

ATTACHMENTS

| | |
|----------------------|----|
| MEMORANDUM AGREEMENT | 14 |
| EXHIBIT "A" | 17 |

ARTICLE I

PREAMBLE

THIS AGREEMENT, made this 14th day of April, 1986, between the HAMMONTON F.O.P. LODGE 44, FRATERNAL ORDER OF POLICE, party of the first part; and THE TOWN OF HAMMONTON, a municipal corporation of the State of New Jersey, County of Atlantic, State of New Jersey, part of the second part; and

W I T N E S S E T H :

WHEREAS, the parties hereto have by virtue of collective bargaining developed an employment contract, which contract represents the complete and final understanding on all bargainable issues between the parties.

ARTICLE II

RECOGNITION

The Town hereby by these premises recognizes the F.O.P. as the sole and exclusive representative of all patrolmen and sergeants covered under this Agreement for the purpose of bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

The designation of Policeman shall be defined to include the plural as well as the singular and to include males and females, uniformed members and uniformed members assigned to plainclothes duty.

ARTICLE III

RIGHTS

Nothing contained herein shall be construed to deny or restrict any policeman or the Town any such rights to which they may be entitled under any other applicable law and/or regulation. The rights granted herein shall be deemed to be in addition to those provided elsewhere.

The Town hereby agrees that it shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment. If a member officer is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and of New Jersey and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. Reimbursement of counsel costs, if any, will be in accordance with the New Jersey Statutes.

A Police Officer shall have the right to inspect his/her personnel file within a reasonable time after making a formal request for same, provided that the Chief of Police or his designated representative is present at the designated time.

It is further agreed that the Police Officer shall retain all Civil Rights under the New Jersey Statutes and

Federal Law, and be given the opportunity to pursue them pursuant to the applicable laws.

The Town reserves and retains the right to the following:

1. To the executive management and administrative control of the Town Government and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine the qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States. Nothing herein shall be construed to deny or restrict the Town of its power, rights, authority, duties and responsibilities under N.J.S.A. 40

and 40A or any other national, state, county or local laws or ordinances.

If any provisions of this agreement or any application of this agreement to any member or group of members is held to be contrary to state law, then such provision and application shall not be deemed invalid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforesaid is deemed to be invalid, then the parties hereto agree to meet forthwith for the purpose of negotiating a provision to take the place of said invalid provision or application.

The provisions of this agreement shall be subject to and subordinate to and shall annul or modify existing applicable provisions of state and local laws except such particular provisions of this contract modify existing local laws.

ARTICLE IV

COURT TIME

A member required to appear while off-duty in the Municipal Court of the Town of Hammonton shall be paid the sum of \$30 for said appearance.

A member required to appear while off-duty in any other court or agency other than Hammonton Municipal Court shall receive \$60 for said appearance unless the appearance

is over four (4) hours.

Should said member be required to remain beyond four (4) hours, said member shall receive a total of \$75 in payment.

A member working his normal duty hours shall receive his normal pay if he is required to appear in court.

Members, upon request, will be directed to submit for approval to Mayor and Council their application for additional remuneration under this Article.

ARTICLE V

COLLEGE INCENTIVE PAYMENT

In addition to the compensation provided for in this agreement, members who have earned college credits leading to a degree shall receive additional compensation at the rate of \$10 per credit up to a maximum total credit of \$400, which amount shall be compensated as of the beginning of each fiscal year and shall only apply to the successful completion of police related courses, limited to police science, police administration, criminal justice, psychology and sociology.

Mayor and Council further agree to request that the Chief of Police post notice advising all members of the availability of any police training schools or seminars when the Chief of Police receives notice of same.

ARTICLE VI

CLOTHING ALLOWANCE

The Town hereby agrees to continue to furnish an initial issue of uniforms to all new patrolmen. The Town shall then provide the following allowance:

\$325 per year for patrolmen;

\$450 per year for plainclothes detectives;

\$500 per year for K-9 patrolmen.

Said clothing allowance shall be paid directly to the men at the last meeting in June of each year. All clothing shall be purchased from one vendor chosen by the police department.

Should any clothing or personal effects be damaged in the line of duty, such shall be repaired or replaced at the Town's expense.

The purpose of the clothing allowance is solely to provide the persons covered by this contract with sufficient funds to purchase the types and amounts of clothing deemed necessary by the Police Department Chief or his designated representative. In order to insure that abuses do not take place, either by or against any police personnel, the following procedure shall be followed:

1. During the term of this contract, records will be kept for each evidence of purchase. The average yearly expenditure for the three year period of this contract shall

be:

\$150 per year for patrolmen;

\$225 per year for plainclothes detectives;

\$250 per year for K-9 patrolmen.

2. When the term of this contract expires, anyone not providing proof of purchase in the amounts shown under number 1 above will receive only reimbursements in the amount specified by proof of purchase slips.

3. If during the term of this contract the Police Department Chief or his designated representative require officers to secure a new type of clothing, different from the present issue or such items changed in kind, the cost incurred shall be borne by the employee up to an amount not to exceed the clothing allotment for any one year. All cost above said amount will be borne by the Town.

ARTICLE VII

CLOTHING MAINTENANCE

Each member shall be entitled to clothing maintenance allowance in the amount of \$425 per year, with said allowance being payable semi-annually.

ARTICLE VIII

PERSONAL LEAVE

Members shall be granted personal leave without deduction from pay or time owed for the following reasons:

(a) Death in the immediate family, from the date

of death to and including the day of funeral, with a maximum of three (3) days. In the event of travel, the number of days shall be determined by the Superior Officer.

(b) Serious illness (including childbirth) in the immediate family residing with the police officer - no more than three (3) working days.

(c) Each police officer shall be entitled to **two (2)** days personal time without giving the reason therefor over and above the days set forth in (a) or (b) above.

(d) Immediate family, for all purposes of this contract, shall be defined as the parent, grandparent, spouse, child, brother, sister, father-in-law, mother-in-law, sister-in-law and brother-in-law.

(e) Any time granted off under this Article shall not be deducted from any other time or benefits owed to the police officer.

ARTICLE IX

WORK WEEK AND OVERTIME

For the purposes of this contract, the present working hours shall be deemed to be continued in effect for all members of the department.

In the event any member is required to work beyond his designated daily work hours, he will be entitled to receive additional pay at the rate of one and one-half (1½) times the time required to work. Such pay shall be a cash payment,

made semi-annually, until such time as the entire cost of overtime for the entire department reaches a maximum of \$10,000. Any overtime above this maximum shall be paid in compensatory time.

In the event that a member shall be required to work on his vacation days, he shall receive double compensatory time for the time required to work.

Any time an off-duty officer is called on duty, he shall receive a minimum of two (2) hours pay at one and one-half (1½) times the officer's pay rate.

All compensatory time must be taken during the calendar year that it is earned unless such time is accumulated during the month of December, in which event all compensatory time must be taken no later than the following January 31st. All accumulated compensatory time off shall be recorded and accumulated on an hourly basis. Such time shall be taken when requested by a number in eight (8) hour allocations. Said time shall be given or taken in such a manner as will not leave the Police Department understaffed at any given time.

ARTICLE X

VACATIONS AND HOLIDAYS

The present schedule for vacations and holidays shall continue for the term of this contract. In addition thereto, members shall receive equal time off whenever other

Town employees are granted time off in observance of any Federal, State or local holiday or by proclamation of Mayor and Council, excepting particular emergency situations which may arise concurrently thereto.

ARTICLE XI

SICK LEAVE

Sick leave shall be compensated on the same basis as presently provided by existing law and shall be accumulated and compensated in the same manner as all other employees of the Town of Hammonton.

ARTICLE XII

LEAVE OF ABSENCE

Leaves of absence may be granted by the Town for emergency situations by Mayor and Town Council.

ARTICLE XIII

RETIREMENT

Members shall retain all pension rights under New Jersey law and ordinances of the Town of Hammonton.

ARTICLE XIV

MILITARY LEAVE

Military leave shall be granted pursuant to State and Federal Statutes regulations.

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

The Town shall provide Blue Cross, Blue Shield,

Rider J and Major Medical insurance for the member. If the Town provides additional medical or health insurance to its other employees during the term of this contract, such coverage shall be afforded all members of Hammonton's Police Department.

The Town shall provide legal advice and counsel to each member pursuant to present State statutes (N.J.S.A. 40A:14-155).

ARTICLE XVI

VEHICLES

In the event that a member is formally requested to utilize his own vehicle for purposes of police-related business, he shall be compensated at the rate of eighteen (\$.18) cents per mile and shall be reimbursed for tolls and meals. The foregoing shall be paid upon the submission of appropriate proofs and receipts and upon approval of Mayor and Council.

ARTICLE XVII

GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the Town and the F.O.P. and its members as quickly as possible, so as to assure efficiency and promote members' morale. A grievance is defined as any disagreement between the Town and the member of the F.O.P. involving the interpretation, application or violation of policies, agreements and administrative decisions affecting

them. All grievances shall be processed as follows:

(a) They shall be discussed with the member involved and the F.O.P. representatives, with the Chief of the Department, or any representative designated by him. An answer shall be made to the F.O.P. within five (5) calendar days by the Chief or his designated representative.

(b) If the grievance is not settled through step (a), the same shall be reduced to writing by the F.O.P. and submitted to the Mayor and Council or any person designated by Council, and the answer to such grievance shall be made in writing, a copy to the F.O.P., within five (5) days after the next regular meeting of Mayor and Council after submission of the grievance to them.

(c) If the grievance is not settled through steps (a) and (b), the F.O.P. shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The arbitrators shall have full power to hear the dispute and make a final determination which shall be binding on all parties. The cost of the arbitration shall be borne equally by the Town and the F.O.P.

ARTICLE XVIII

DURATION

This Agreement shall be effective as of January 1, 1986 and shall terminate on December 31, 1988.

Negotiations for the next contract shall commence on August 1, 1988 or at such other time as would be agreed upon between the respective negotiating teams.

In the event that no agreement is reached between parties by November 1, 1988, and unless otherwise agreed by and between the parties hereto, it shall be deemed that an impasse has been reached. The parties then agree to mediation pursuant to N.J.S.A. 34:13A-1, et seq. Should an agreement not be reached following mediation, the parties agree to submit the issues remaining to arbitration, which decision on the terms of said collective bargaining agreement shall be deemed to be binding as to the parties.

The costs of said arbitration include said arbitrator's fees and shall be borne equally between the parties and said arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Commission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested thereto.

Attest:

Frank Weiss

Attest:

Diane DeCicco
DIANE DeCICCO, Town Clerk

HAMMONTON F.O.P. LODGE 44

By: Frank R. Luzzi
Chairman
Negotiating Committee

TOWN OF HAMMONTON

By: George Mortellite
GEORGE MORTELLITE, Mayor

MEMORANDUM AGREEMENT

The salary structure negotiated in good faith by the committee representing the Hammonton F.O.P. and the Hammonton Town Council, constitutes a complete departure from the methods used in the past. It shall be implemented as follows:

1. Salaries may be established for one or more years independent of the rest of the contract.

2. Starting salary for each classification covered by the contract shall be established at each salary negotiation. At said salary negotiations, the starting salary may remain the same, be increased, or decreased.

3. An incremental increase schedule shall be established so as to insure that a new member of the Hammonton F.O.P. who becomes a permanent patrolman, will reach maximum salary, hereinafter referred to as "CAP", following the completion of ten years of service.

4. The "CAP" for each classification covered by the contract shall be established at each salary negotiation. At said salary negotiations, the "CAP" may remain the same, be increased or decreased.

5. After the "CAP" is reached, wage increases shall be based on a "fixed increment" plus 1% of the previous years' salary. More than one "fixed increment" may be established in order to accomodate various salary ranges.

6. Until the transition from the old to the new

format is completed, each member of the F.O.P. covered by the contract will be listed individually along with the salary that member receives. This list of salaries will be titled Exhibit "A" and attached and made part of the contract after each salary negotiations.

7. After the transition period has ended, Exhibit "A" may be condensed so as to show only:

- (a) the effective date of the salary schedule;
- (b) the starting salaries;
- (c) the yearly increase until "CAP" is reached;
- (d) the "CAP" for the various classifications;
and
- (e) the "fixed increment" for various salary ranges.

It is agreed that this salary format shall supersede all previous formats and/or salary structures, and shall remain in effect henceforth unless changed by mutual consent of the Hammonton F.O.P. and the Hammonton Town Council.

Negotiated:

For Hammonton Town Council

By: Frank Weiss
Frank Weiss

For Hammonton F.O.P.

By: Frank D. Lippert


Accepted:

For Hammonton Town Council



GEORGE MORTELLITE, Mayor

Attest:




DIANE DeCICCO, Town Clerk

Dated: _____

Accepted:

For Hammonton F.O.P.



Dated: _____

TOWN OF HAMMONTON
EXHIBIT "A"
EFFECTIVE JANUARY 1, 1986

| <u>Sergeants</u> | <u>Start \$30,000.00</u> | <u>"Cap" \$32,000.00</u> | <u>1986</u> |
|------------------|--------------------------|--------------------------|-------------|
| Frederico | | | \$30,551. |
| Aiello | | | \$30,551. |
| Pinto | | | \$30,000. |
| Maimone | | | \$30,151. |
| | | | |
| <u>Patrolmen</u> | <u>Start \$15,000.00</u> | <u>"Cap" \$28,000.00</u> | |
| Sbarra | | | \$27,997. |
| Vaccarella | | | \$27,873. |
| Panepinto | | | \$27,745. |
| Scaltrito | | | \$27,545. |
| Ingemi | | | \$28,255. |
| Mavilla | | | \$24,339. |
| Ness | | | \$24,239. |
| Furgione | | | \$23,830. |
| Carr | | | \$23,830. |
| Cramer | | | \$18,915. |
| DeFebbo | | | \$19,315. |
| Jones | | | \$15,000. |
| Salvatore | | | \$15,000. |
| Ruggeri | | | \$15,000. |

Pursuant to the classifications and pay scale categories as set forth herein, upon an employee or official reaching the maximum for that classification, subsequent annual increments shall be computed as follows:

For those employees or officials whose maximum annual salary is under \$30,000.00, an annual increment shall be added in the amount of \$200.00 plus 1% of the previous year's salary.

For those employees or officials whose maximum annual salary is over \$30,000.00, an annual increment shall be added in the amount of \$100.00 plus 1% of the previous year's salary.

An official or employee who has reached a maximum of \$30,000.00 in annual salary as a result of the aforesaid added increments shall automatically be placed on the \$100.00 plus 1% increment scale for subsequent annual increases.

TOWN OF HAMMONTON
EXHIBIT "A"
EFFECTIVE JANUARY 1, 1987

Sergeants

1987

| <u>Start \$30,000.00</u> | <u>"Cap" \$32,000.00</u> |
|--------------------------|--------------------------|
| Frederico | \$31,776. |
| Aiello | \$31,776. |
| Pinto | \$31,225. |
| Maimone | \$31,376. |

Patrolmen

| <u>Start \$15,000.00</u> | <u>"Cap" \$28,000.00</u> |
|--------------------------|--------------------------|
| Sbarra | \$29,420. |
| Vaccarella | \$29,265. |
| Panepinto | \$29,070. |
| Scaltrito | \$28,865. |
| Ingemi | \$29,380. |
| Mavilla | \$26,800. |
| Ness | \$26,800. |
| Furgione | \$25,600. |
| Carr | \$25,600. |
| Cramer | \$20,800. |
| DeFebbo | \$21,200. |
| Jones | \$16,000. |
| Salvatore | \$16,000. |
| Ruggeri | \$16,000. |

Pursuant to the classifications and pay scale categories as set forth herein, upon an employee or official reaching the maximum for that classification, subsequent annual increments shall be computed as follows:

For those employees or officials whose maximum annual salary is under \$30,000.00, an annual increment shall be added in the amount of \$200.00 plus 1% of the previous year's salary.

For those employees or officials whose maximum annual salary is over \$30,000.00, an annual increment shall be added in the amount of \$100.00 plus 1% of the previous year's salary.

An official or employee who has reached a maximum of \$30,000.00 in annual salary as a result of the aforesaid added increments shall automatically be placed on the \$100.00 plus 1% increment scale for subsequent annual increases.

TOWN OF HAMMONTON
EXHIBIT "A"
EFFECTIVE JANUARY 1, 1988

| <u>Sergeants</u> | <u>Start \$30,000.00</u> | <u>"Cap" \$32,000.00</u> | <u>1988</u> |
|------------------|--------------------------|--------------------------|-------------|
| Frederico | | | \$32,518. |
| Aiello | | | \$32,518. |
| Pinto | | | \$32,275. |
| Maimone | | | \$32,426. |

| <u>Patrolmen</u> | <u>Start \$15,000.00</u> | <u>"Cap" \$28,000.00</u> | |
|------------------|--------------------------|--------------------------|-----------|
| Sbarra | | | \$29,914. |
| Vaccarella | | | \$29,758. |
| Panepinto | | | \$29,560. |
| Scaltrito | | | \$29,354. |
| Ingemi | | | \$29,874. |
| Mavilla | | | \$28,468. |
| Ness | | | \$28,468. |
| Furgione | | | \$27,400. |
| Carr | | | \$27,400. |
| Cramer | | | \$22,600. |
| DeFebbo | | | \$23,000. |
| Jones | | | \$17,333. |
| Salvatore | | | \$17,333. |
| Ruggeri | | | \$17,333. |

Pursuant to the classifications and pay scale categories as set forth herein, upon an employee or official reaching the maximum for that classification, subsequent annual increments shall be computed as follows:

For those employees or officials whose maximum annual salary is under \$30,000.00, an annual increment shall be added in the amount of \$200.00 plus 1% of the previous year's salary.